

EXHIBIT A

**Ninety-Five Madison Company, L.P.
Second Amended Partnership Agreement**

**AMENDMENT TO AMENDED AND RESTATED PARTNERSHIP
AGREEMENT OF NINETY-FIVE MADISON COMPANY, L.P.**

THIS AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP (this "Amendment") of Ninety-Five Madison Company, L.P., a New York limited partnership (the "Limited Partnership"), is made and effective as of June __, 2022 (the "Effective Date") by and between RAS Property Management, LLC ("RAS"), Michael Sklar Management LLC ("Michael Sklar"), and Sharan Sklar Management LLC ("Sharan Sklar"), each as a general partner (the "General Partners").

RECITALS

WHEREAS, the General Partners desire to amend the Amended and Restated Partnership Agreement; and

WHEREAS, the General Partners reserved the right to amend the Amended and Restated Partnership Agreement in Section 10.01 thereof by unanimous consent of the General Partners; and

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the General Partners agree as follows:

1. Capitalized terms shall have the meanings ascribed to them in the Amended and Restated Partnership Agreement.
2. All decisions made hereafter shall be by the vote of a majority of the General Partners, or their Designee. The provisions of the Amended and Restated Partnership Agreement requiring a Unanimous Decision are hereby deleted.
3. All provisions in the Amended and Restated Partnership Agreement appointing the Decider or delegating any responsibilities or decisions to the Decider are hereby deleted. Jeffrey Barringer is hereby removed as Decider.
4. The General Partners further agree:
 - a. Each General Partner shall have the right to, but shall not be obligated to, select a third party "advisor/surrogate" ("Designee") to represent their interest in any partnership matter and that individual will be authorized to make any decisions on their behalf. A Designee shall be authorized to act once written notice is provided to the General Partners of the Designee, which notice may be revoked at any time.
 - b. A budget of \$150,000 per year per partner until a Disposition has closed will be available to cover the cost of each Designee and the expense will be paid by the Limited Partnership.
 - c. Any partner shall be permitted to expend personal funds for amounts in excess of the budget limit so stated.

- d. General partners may elect to represent themselves, however, they will not be paid for their time so spent.
 - e. In light of the financial status of the Limited Partnership, no further fees or salaries will be paid to Rita Sklar, Michael Sklar or Sharan Sklar absent the consent of all general partners.
5. The General Partners shall be prohibited from obligating any General Partner or its principals to guarantee any indebtedness of the Partnership without the written consent of that General Partner.
6. The Limited Partnership shall transfer ownership and/or control of substantially all of the Limited Partnership's assets (the "Property") through a sale, ground lease, net lease or otherwise (a "Disposition"). The General Partners, after consultation with the below named experts, shall select the most favorable Disposition meeting the criterion outlined herein:
- a. The General Partners agree that the Limited Partnership shall engage the services of Woody Heller and his company to market the Property for a Disposition and a recognized tax expert (with qualifications on par with a tax partner at PriceWaterhouseCoopers), who have experience in and with the New York city commercial real estate market (the "Advisors").
 - b. The Letters of Engagement of both Advisors shall reflect the fees, terms and conditions of other similarly qualified professionals, for similar projects in the New York City real estate market.
 - c. Both professionals shall evaluate all proposed transactions and select and recommend the best overall outcome as it affects the holders of a majority of the limited partnership interests and considering the tax basis and consequences for each limited partner, while also taking into account timing and risk.
 - d. The above criterion and selected and recommended offers, shall guide the decisions of the General Partners.
7. All communications and negotiations with parties interested in the Property shall be handled solely by the Advisors. The Advisors shall provide regular written reports to all of the General Partners concerning the status of their work.
8. All other terms and conditions of the Amended and Restated Partnership Agreement remain in full force and effect.

GENERAL PARTNERS:
RAS Property Management, LLC

By: Rita Sklar

Name: Rita Sklar
Title: Manager

Michael Sklar Management LLC

By: Michael Sklar

Name: Michael Sklar
Title: Manager

Sharan Sklar Management LLC

By: Sharan Sklar

Name: Sharan Sklar
Title: Manager

Sharan Sklar
Michael Sklar